

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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KRYSTIN HERNANDEZ, NATALIE BAKER, ETHAN CHIEL, KYLA RASKIN, REX SANTUS, ROXANNE ZECH, RAFAEL-LEV GILBERT, SARAH MILLS-DIRLAM, AUGUST LEINBACH, JALEN MATNEY, JONATHAN DAVIS, and DAVID HOLTON,

Plaintiff,

**STIPULATION AND ORDER
OF SETTLEMENT OF
ATTORNEY'S FEES, COSTS,
AND EXPENSES**

21 Civ. 07406 (CM)(GWG)

-against-

THE CITY OF NEW YORK; NEW YORK CITY MAYOR BILL DE BLASIO; NEW YORK POLICE DEPARTMENT ("NYPD") COMMISSIONER DERMOT SHEA; NYPD CHIEF OF DEPARTMENT TERENCE MONAHAN; NYPD DEPUTY COMMISSIONER FOR LEGAL MATTERS ERNEST F. HART; NYPD ASSISTANT CHIEF KENNETH LEHR; NYPD LEGAL BUREAU SERGEANT KENNETH RICE; NYPD STRATEGIC RESPONSE GROUP ("SRG") MEMBER FIRST NAME UNKNOWN ("FNU") RABEL; NYPD SUPERVISOR FNU HYLAND; and NYPD MEMBERS JOHN AND JANE DOES 1-157,

Defendants.

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WHEREAS, plaintiffs commenced this action by filing a complaint on September 2, 2021, alleging violations of constitutional rights; and

WHEREAS, on or about July 7, 2022, pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendant City of New York made an Offer of Judgment to plaintiffs; and

WHEREAS, on July 20, 2022, plaintiffs accepted defendant City's Offer (Dkt. # 30); and

WHEREAS, all defendants deny any and all liability arising out of plaintiff's allegations; and

WHEREAS, plaintiffs' counsel represents that plaintiffs have assigned all of their rights to attorneys' fees, expenses, and costs to their counsel; and

WHEREAS, counsel for defendants and counsel for plaintiffs now desire to resolve the issue of attorneys' fees, expenses, and costs without further proceedings;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced remaining claims for attorney's fees, expenses, and costs are hereby resolved, with prejudice, and without attorney's costs, expenses, or fees in excess of the amount specific in paragraph '2' below.

2. Defendant City of New York hereby agrees to pay attorneys' fees in the amount of Three Hundred Thousand Dollars (\$300,000.00) to Cohen & Green P.L.L.C. and Gideon O. Oliver, Esq. as attorneys for Plaintiffs Krystin Hernandez, Natalie Baker, Ethan Chiel, Kyla Raskin, Rex Santus, Roxanne Zech, Rafael-Lev Gilbert, Sarah Mills-Dirlam, August Leinbach, Jalen Matney, Jonathan Davis, and David Holton, in full satisfaction of all plaintiffs' claims for attorneys' fees, expenses, and costs. In consideration for the payment of Three Hundred Thousand Dollars (\$300,000.00), counsel for plaintiffs agree to release and discharge defendants City of New York; Mayor Bill De Blasio; Dermot Shea; Terence Monahan; Ernest F. Hart; Kenneth Lehr; Kenneth Rice; Police Officer Harvey Rabel; Hyland; Lieutenant Charles Hyland, their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all claims of attorneys' fees, expenses, and costs that were or could have been alleged in the aforementioned action.

3. Plaintiffs Krystin Hernandez, Natalie Baker, Ethan Chiel, Kyla Raskin, Rex Santus, Roxanne Zech, Rafael-Lev Gilbert, Sarah Mills-Dirlam, August Leinbach, Jalen Matney, Jonathan Davis, and David Holton have assigned their rights to attorneys' fees, expenses and costs to their attorneys, Cohen & Green P.L.L.C. and Gideon O. Oliver, Esq.

4. Counsel for plaintiffs hereby agree and represent that no other claims for attorneys' fees, expenses, or costs arising out of this action shall be made by or on behalf of plaintiffs in any application for attorneys' fees, expenses, or costs at any time.

5. Plaintiffs' attorneys shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraphs 2 and 3 above.

6. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

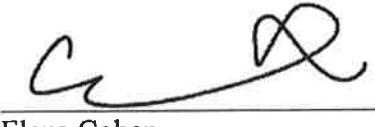
7. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

8. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject

matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein

Dated: New York, New York
April 20, 2023

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SO ORDERED:

Colleen M. McMahon, U.S.D.J.